UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Lehman Brothers Holdings	Inc.
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Case No. <u>08-13555 (JMP)</u>
Court ID (Court Use Only)

NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY PURSUANT TO BANKRUPTCY RULE 3001(E)(2)

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee:	Name of Transferor:
UBS AG, London Branch	Capital Partners Securities Co., Ltd.
Notices to Transferee should be sent to:	Court Record Address of the Transferor:
UBS AG, London Branch	(Court use only)
I Finsbury Avenue	
London	
EC2M 2PP	
England	
Attn: Kazuya Ichikawa and Marie Miyazawa (Tokyo)	
Last Four Digits of Acct.#:	Last Four Digits of Acct.#:
Name and Address where transferee payments should be	Name and Current Address of Transferor
sent (if different from above):	Capital Partners Securities Co., Ltd.
	Asahi Building, 6th Floor
	3-12-2, Nihonbashi, Chuo-ku
	Tokyo 103-0027
	Attn: Kunihiko Shimoda
Claim Amount:	
\$94,935 principal amount, corresponding to	Note: This is a partial transfer of claim.
2.631579% of ISIN XS0324342582	See Schedule 1 to annexed Evidence of Transfer.
Court Claim No. (if known):	
62783.81	
02,01	
Date Claim Filed:	
November 2, 2009	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: MARE MARTE MIYAZAWA

Date: 29th June, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 &3571.

As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptcy Rule 3001(e).

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Capital Partners Securities Co., Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG. London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's and all prior sellers' right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of June 21, 2012 (the "Trade <u>Date</u>") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the any prior sellers.

The Purchased Claim was transferred from Predecessor to Lehman Brothers Japan Inc. as evidenced at docket #18840 and by Lehman Brothers Japan Inc. to Seller as evidenced at docket number #19948 in the Proceedings.

Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount, dated August 29, 2011, which relates to the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.81 ISIN: XS0324342582 Allowed Claim Amount or other Notice of Proposed Allowed Claim Amount; (h) all predecessor agreements contain provisions pursuant to which the respective prior sellers waive any objection to the transfer of the Transferred Claims to transferees including the Purchaser; (i) there are no objections to the Transferred Claims, and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents, and there are no documents received by any prior seller or Seller that are material or adverse to the Transferred Claims which have not been provided by Seller to the Purchaser; (j) Purchaser is entitled to transfer its rights and its obligations hereunder without any notice to or the consent of any prior seller. (k) Seller (or prior seller) has received \$3,730.58 in respect of the Transferred Claim due to a distribution on April 17, 2012 (the "April Distribution"). Other than the April Distribution, no distributions, proceeds, assets, cash or other amounts have been received by Seller (or any prior seller) in respect of the Transferred Claims.

- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.
- 5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser, and Seller shall cause all prior sellers to act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.81 ISIN: XS0324342582 Seller (or any prior seller) to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this $^{29\text{th}}$ day of June, 2012.

By:

Name:

CAPITAL PARTNERS SECURITIES CO., LTD.

By:_____ Name: K

Title:

Kunihiko Shimoda Executive Officer

Address:

Capital Partners Securities Co., Ltd. Asahi Building, 6th Floor 3-12-2, Nihonbashi, Chuo-ku, Tokyo 103-0027 Japan UBS AG, LONDON BRANCH

Sergey Likhosherstov

<u>Direct</u>or <u>Trade</u>d Products lega

Title:

By: (Illones)

Thomas Shaw Director

Address:

Title:

Traded Products Legal

UBS AG, LONDON BRANCH
1 Finsbury Avenue

London EC2M 2PP England

Seller: Capital Partners Securities Co., Ltd. Buyer: UBS AG, London Branch

Proof of Claim: 62783.81 ISIN: XS0324342582

Schedule 1

Transferred Claims

Purchased Claims

highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 100% of the claim that is referenced in the Proof of JPY 10,000,000 of JPY 380,000,000 or 2.631579% of Seller's interest in, to and in connection with that claim that is referenced in the Proof of Claim with ISIN XS0324342582 as Claim to the extent that the ultimately allowed amounts of the Proof of Claim in respect thereof differs from the original amount, pursuant to this Agreement and Evidence of Transfer of Claim: Lehman Program Securities, Seller intends to transfer 2.631579% of Seller's interest in, to and in connection with that claim in respect of ISIN XS0324342582 together with interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

	1
Lehman Brothers Holdings (USD 94,935) Inc.	Lehn Broth Hold Inc.

Seller: Capital Partners Securities Co., Ltd. Buyer: UBS AG, London Branch Proof of Claim: 62783.81 ISIN: XS0324342582

Schedule 2

Lehman Brothers	nkruptcy Court/Souther Holdings Claims Proces tcy Solutions, LLC . Box 5076 0150-5076	• • • • • • • • • • • • • • • • • • •		RITIES PROGRAMS OF CLAIM
In Re:	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)		ern District of New York Holdings Inc., Et Al.
Debtors.		(Jointly, Administered)	08-1355	5 (JMP) 0000062783
based on Lehn	m may not be used t nan Programs Secur nman-docket.com as			
Creditor) Lehma	n Brothers Intern nk Street n	and address where notices should be national (Europe) (in adm:	inistration) claim	Check this box to indicate that this m amends a previously filed claim.
Unite Attn:	d Kingdom Steven Anthony I	Pearson Lional contact information	"	f known) d on:
Telephone numbe	er; see attached Er	nail Address; see attached		
		be sent (if different from above)	anyo rela	Check this box if you are aware that one else has filed a proof of claim ting to your claim. Attach copy of ement giving particulars.
Telephone number		nail Address:		
Programs Security and whether such dollars using the	ies as of September 15, 2 claim matured or becam exchange rate as applica	based on Lehman Programs Securiti 008, whether you owned the Lehman e fixed or liquidated before or after S ble on September 15, 2008. If you are amounts for each Lehman Programs S	Programs Securities on September 1 eptember 15, 2008. The claim amous filing this claim with respect to mor	5, 2008 or acquired them thereafter,
Amount of Clain	n: \$ see attached	(Required)		
		n includes interest or other charges in		
2. Provide the I this claim with re which this claim	spect to more than one L	lentification Number (ISIN) for each ehman Programs Security, you may a	Lehman Programs Security to which ttach a schedule with the ISINs for the	this claim relates. If you are filing the Lehman Programs Securities to
International Se	curities Identification N	umber (ISIN): see attached	(Required)	
appropriate (each from your accoun	, a "Blocking Number") tholder (i.e. the bank, bro	Number, a Euroclear Bank Electroni for each Lehman Programs Security in oker or other entity that holds such se may attach a schedule with the Block	or which you are filing a claim. You curities on your behalf). If you are fi	must acquire a Blocking Number ling this claim with respect to more
Clearstream Bar number: see a		uroclear Bank Electronic Instruction	on Reference Number and or other	depository blocking reference
		(Require	····/	
you are filing this	claim. You must acquir	ar Bank or other depository participar to the relevant Clearstream Bank, Eur er entity that holds such securities on	oclear Bank or other depository parti	nman Programs Securities for which cipant account number from your uld not provide their personal account
Accountholders	Euroclear Bank, Clears	stream Bank or Other Depository F	articipant Account Number: 978	16 EUROCLEAR
		(Required		FOR COURT USE ONLY
consent to, and ar disclose your iden	e deemed to have author	eam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Ba man Programs Securities to the Debt	ank or other depository to	FILED / RECEIVED
Date.		filing this claim must sign it. Sign ar		NOV 02 2009
70/29/09				EPIQ BANKRUPTCY SOLUTIONS, LLC
l Penalty	for presenting fraudulen	et claim: Fine of up to \$500,000 or in		n. 18 U.S.C. §§ 152 and 3571

ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)

Lehman Brothers International (Europe) (in administration) (including all of its international 1. branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

- 2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.
- 3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

- 6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.
- 7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.
- 8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.
- 9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

- 10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.
- 11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the preadministration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.
- 12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.
- 13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.
- 14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.
- 15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

- 16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf if its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.
- 17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.
- 18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.
- By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of 19. the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.
- 20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.
- 21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom

Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP 1345 Avenue of the Americas New York, NY 10105 Attn: Titia Holtz Kiah Beverly-Graham

Phone: (212) 903-9000

International Securities	Blocking Reference	Depository Account Number Instrument type	Position	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual	oon
XS0384072103	6045826	97816 ZCB	asn	000'000'5	1.0000	5,000,000		
XS0379987372	6045829	97816 Floating 07846 708	120,000,000 JPY 5 000,000 LISD	122,026,667	0.0085	1,158,463	Yes	,
XS037558753	6045827	97816 ZCB	100,000,000	000'000'001	1,0000	100,000,000		
XS0374734480	6045628	97816 Floating		200,000,000	9800 0	1,898,704		
XS0373182566	6045822	97816 ZCB	500,000,000 500,000,000	500,000,000	0.0085	4,746,760		•
XS0368334700 XS0368926092	6045817	97816 Floating		70,000,000	0.0085	564,546		
XS0368739485	6045820	97816 Fixed		1,000,000,000	0.0095	9,493,521		
XS0368698444	6045824	97816 Fixed	8.727.000 USD	6.736.667	1.0000	8,736,697	Yes	,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	504530	97816 ZCB		200,000,7	0.6571	4,599,700		,
XS0367830582	8045812	97816 ZCB		2,000,000	0.6571	4,589,700		,
XS0367648721	6045809	97816 ZCB		2,000,000	0.6571	4.599.700		
XS0367548646	6045814	97816 ZCB	000,000,7	7,000,000	0.6574	4,599,700		,
XS0367282059	6045813	97816 Floating		10,000,000	1,0000	10,000,000		, ,
XS0367278831	6045811	97816 Floating		10,000,000	1.0000	10,000,000		,
XS0367279774	6045810	97816 Floating	10,000,000 USD	10,000,000	1.0000	10,000,000		,
XS0366374634	6045804	97816 Floating	230,000,000 200,000,000	230,000,000	90000	2,783,710		, ,
XS0366374394	6045802	97816 FXSBng 07848 708	7 000 000 7	000,000,5	0.8063	5.643.750		, ,
XS0366125929	6045806	97816 ZCB		7.000,000	0.8063	5,643,750		
XS0365916179	6045807	97816 ZCB	7,000,000 AUD	2,000,000	0.8063	5,643,750		,
XS0365916096	6045801	97816 ZCB	ZN 000,000,7	7.000,000 a	0.6573	4,589,700		, ,
XSU365915874 XS0366872068	6045808	978167CB		7,000,000	0.8063	5,643,750		,
XS0365870830	6045798			7,000,000	0.6571	4,599,700		1
XS0365822781	6045798			200,000,000	9800.0	1,898,704		
XS0364895887	6045796	97816 ZCB	7,000,000 AUD	7,000,000	0.8063	5,843,750		. ,
X50364885614	6045800			100,000,000	0.0085	849,352		,
XS0364263277	6045790			2,000,000	0.8083	5,643,750		•
XS0364018340	6045792	•	_	7.000,000	0.8063	5,643,750		,
XS0363707695	6045794			7,000,000	0.8083	5,643,750		,
XS0362680778	8045795	97816 Floating	YAL 000,000 01	190 000 000	0.0085	1.803.769		
XS0362326435	6045791	97816 Footing	_	200,000,000	0.0085	1,898,704		
XS0361107674	6045789	97816 ZCB		7,000,000	0.6571	4,589,700		•
XS0360870488	6045784			2.000,000	0.8063	5,643,750		,
XS0360870306	6045782	97816 Fixed	7,000,000 AUD	7,000,000	0.8063	5,643,750		1
XS0360775141	6045787	97815 Ficebing	720,000,000 7 000 000 7	7.000,000	0.8063	5,643,750		. ,
XS0359868759	6045783	97816 Fixed		2,000,000	0.6571	4,599,700		,
XS0359351938	6045778		5,000.000 AUD	5,000,000	0.8063	4,031,250		,
XS0359278998	6045779	97816 Fixed	7,000,000 AUD	000.0007	0.0063	1,081,336	, see	,
XS0358426244 XS0358125630	6045781			7.000,000				,
XS0358118169	6045773			2,000,000	1.0000			
XS0357874451	6045770	97816 Fixed	7,000,000 AUD	000,000,7		9543,750		
XS0357773000	6045771			000,000,001	0.0095	949,352		
XS0354608290	6045774			1,000,000,000				,
XS0354483140	6045775		350,000,000	350,000,000				
XS0354482928	8045777	97816 Floating	3 000 000 LIST	3.027.650	1.0000	3.027.650	Yes	•
XS0353875106	6045766			120,000,000				
XS0353499790	6045767		_	000,000,001	0.0095			,
XS0353348823	6045769			150,000,000	5800.0	1,424,028		,
XS0352912371	6045768	97816 ZCB 97816 Floation	YAL 000,000 001	000,000,001	0.0085	948,352		
XS0352601610	6045762	87818		100,000,000	5600:0	949.352		,
XS0352601024	6045761		*****	100,000,000	9600'0			
XS0351983779 XS0351859094	6045763	97816 Floating 97816 Floating	79L 000,000 107 7,000,000 AUD	7,000,000	0.0085	5.643,750		
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includes Coupon									Yes						ž	Yes						Yes																	Yes	, 168	Yes	Yes	Yes	Yes	9e /	3	Yes	× - 62	!	š	Yes Y	Yes
Valuation - USD	3,797,408	4,599,700	5,643,750	4,599,700	5,643,750	2,753,121	5,643,750	474,676	10,055,278	5,643,750	5,643,750	5,643,750	5,643,750	4,031,250	4,031,250	7,187,002	940,352	4,599,700	5,000,000	5,643,750	4,599,700	4,767,857	4,767,857	5,643,750	18,000,000	6.450,000	6,450,000	6.450,000	5,643,750	759,482	6,046,875	4.599,700	949,352	5,643,750	5,643,750	9,199,400	5,643,750	1,803,769	40,047,222	30,047,222	40,047,222	1,025,300	7,532,525	7,507,912	16,860,703	5,643,750	7,648,692	7,637,875	5,643,750	5,643,750	7.820.356	5,643,750
FX Rate at	0.0095	0.6571	0.8063	0.6571	0.8063	0.0095	0.8063	0.0095	1.0000	0.8063	0.8063	0,8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.6571	1,0000	0.8063	0.6571	0.0095	0.0095	0.8063	1.0000	0,8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.6571	0.0095	0.8063	0.8063	0.6571	0.8063	0.0085	1.0000	1,0000	1.0000	0.0095	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0,8083	0.8063	0.8063
Valuation - Underlying	400,000,000	2,000,000	7,000,000	000'000'2	7,000,000	250,000,000	7,000,000	50,000,000	10,055,278	2.000.000	7,000,000	7,000,000	000,000,7	5,000,000	5,000,000	8,814,111	100.000,000	000,000,7	2,000,000	7.000.000	7,000,000	502.222.222	502,222,222	7,000,000	18,000,000	8.000,000	5,000,000	8,000,000	7.000,000	000,000,1	7,500,000	7.000.000	100,000,000	7,000,000	7,000,000	14,000,000	7,000,000	180,000,000	40,047,222	30.047.222	40,047,222	108,000,000	9,342,667	9,312,139	20,912,500	000,000,7	9,486,750	9.473.333	2,000,000	2,000,000,7	555,555,001 566,956,001	9,595,833
Currency		8 9	AUD	22	AUD	. 7	AUD	λά	OSD Yali	AUD	AUD	AUD	AUD	AUD	AUD	AUD	Yqu	NZD NIII	OSO	AUD	OZN Yali	λď	Yqu	AUD	OSA	9 !	AUD	9	9.9	JPY S	AUD	OZN a	JPY	9 9	AUD	NZD	AUD	Аď	QSD CSD	OSD	OSD	yey.	AUD	gn.	AUD	9 9	AUD	AUD	AUD	AUD	AUD	AUD
Position	400,000,000	N 000,000.7	A 000,000,7	N 000,000,7				50,000,000	10,000,000,000			7,000,000 A	_		5,000,000, A	7,000,000 A	100,000,000	7,000,000,7			N 000,000,7	C 000,000,003	C 000'000'000	7,000,000 T	18,000,000	8,000,000	8,000,000	8.000,000	7.300,000 F	. 000,000,08	7.500,000 A	7.000,000			7,000,000		7,000,000 A	180,000,000	40,000,000	30,000,000,000	40.000,000	100,000,000	7.000,000	Z 000,000 Z	45.000,000,21	7.000,000	7.000,000	7,000,000,7	7.000,000,7	7,000,000		
Instrument fune	ting	72	e s	Diuja Diuja		ating		ating	pa contra	prine	Fixed	200	Bugg	aking		ating	ating	Di di		m	guine	Stude	ating	W 1	gung		m Y	2	10.7	ating			ating	guig	aung B	0	m a	ating	ating	ating	Buja	5 cme	ating	guila	goine	P. P.	Suns	String		p	Sung	ating B
Depository Account	97815 Floating	87816 Fixe	97816 Flor	97816 Flor	97816 ZCI	97816 Files	97816 Fixe	97816 Flor	97815 Fixe	97816 Flo	97818 Fixe	97816 Fixe	97816 Floating	97816 Flo:	97816 2CB 97816 Fleatin	97816 Flo	97816 Floating	9/815 Fred	97816 ZCB	97816 ZCI	97816 Flo	97816 Fio.	97816 Flo	97816 Fixe	97816 Flo	97816 ZC	97816[20]	97816 Fize	97816 Fixe	97818 19	87816 ZC	97816 20	97816 Floating	97816 Flo	97816 ZCI	97816 ZC	97816 20	97816 Flo	97816 Fig.	9/675 Floating	97816 Floating	97818 Floating	97816 Floating	97818 Fb	97816 Fib.	97816 Five	97816 Floating	97810 FIO 97816 FIO	97816 Fix	97816 Fix	87818 Flo	97816 Floating 97816 ZCB
Blocking Reference	6045760	6045759	6045755	6045758	6045753	6045751	6045754	6045749	6049032	6045746	6045747	6045748	6045740	6045741	6045745	6045744	6045734	6045/35	6045738	6045737	6045739	6045732	6045730	6045729	6045731	6045728	6045723	6045727	6045724	6045721	6045715	6045722	6045716	6045720	6045712	6045713	6045709	6045710	6045706	6045703	6045704	6045702	6045698	6042699	6045695	6045701	6045694	7896409	6045691	6045692	6045685	6045681
International Securities (Jentification Number (ISIN)	XS0351650964	XS0351627806	XS0350893904	XS0350117064	XS0350116926	XS034942615	XS0349153931	XS0348936161	XS0347694787 XS0346508616	XS0346124984	XSD346124638	XS0346123408 XS0345815178	XS0345814791	XS0345213796	XS0344899710 XS0344830608	XS0344549141	XS0344142202	XS0344101943	XS0344086532	XSD343798400	XS0343642905 XS0343584803	XS0343217104	XS0343216809	XS0342989711 XS0342989711	XS0342945002	XS0342120820	XS0341223427 XS0341168069	XS0341159589	XSD340648200	XS0340447840 XS0340465042	XS0339561002	XS0339559527	XS0339480773	XS0339222050	XS0338845586 XS0338801110	XS0338676116	XS0338675902 XS0338676811	XS0338675571	XS0338657165	X5033865/062 X5033865/062	XS0338656787	XS0338518045	X503338084378 X50337877582	XS0337413917	XS0336930440 XS0336028113	XS0336617203	XS0336414886	XS0335972070	XS0335624036	XS0335623731	XS03356Z1875 XS0335345665	XS0335344932 XS0335143797

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Color Colo	International Securities Identification Number (ISIN)	Blocking Reference	Number Instrument type	Position	Currency Amount	15/09/2008	Equivalent	Interest Accrual	2
		28		7,000,000 AUD	7.000.000	0.8063	5,643,750		
Color Colo	35143441	6045683	97816 ZCB		2,000,000	0.6063	5.643.750		
Column	35143284	6045688	97816 ZCB		7,000,000	0.8063	5,643,750		٠
Column	34450812	6045675	97618 ZCB		7,000,000	0,8063	5,643,750		•
Column	34450599	6045674	97816 Fixed	_	7,000,000	0.8063	5,643,750		•
Column	34450326	6045676	97815 Fixed	_	2 000 000 2	0.8083	5,643,750		
Column	34224317	5045680	97816 FEWed		17,060,214	0.8063	13,754,798	Yes	
Column	34171872	6045878	97816 Fixed		33,116,886	0.8063	26,700,489	Yes	
Color Colo	14171798	6045679	97816 Fixed		17.060,214	0.8063	13,754,788	Yes	
Colored Colo	4090445	6045672	97816 ZCB		7,000,000	0.8063	5,643,750		٠
Column	33969706	6045671	97816 Floating		120,000,000	0.0085	1.139.222		
Column	33831187	6045686	97815 ZCB		250 000 000 000	28000	4.841.696		
Column	33106507	6045670	97818 Freezing		340 000 000	0.0000	3 227 797		•
Column	13106258	6045667	9/6/0 Federig		7 000.000	0.8063	5.643.750		•
Column	2764785	0.00000	07816 Phother		7,000,000	0.8063	5,643,750		•
Column	2136463	2004000	97816 7CB		000,000,7	0.8063	5,843,750		•
Control Cont	1880566	6045659	p7816 ZCB		7,000,000	0.8063	5,643,750		٠
Company Comp	1653823	6045680	97816 Floating	_	101,827,778	0.0085	866,704	Yes	
Compact Comp	1505122	6045661	97816 Floating		2,000,000	0.6571	4,589,700		•
Column C	1504828	6045663	87816 Floating	_	7.000,000	0.6571	4,599,700	;	•
Control	1472281	6045662	97816 Floating	_	1,007,500	0.8063	782.28	768	
Control	1048123	6045665	97816 ZCB		4,000,000	0.8063	3,225,000		
Control Cont	1048040	6045654	97816 ZCB		000'000'2	0.8063	5.643.750		
Control	1045020	6045655	97816 208		200,000,7	0.8063	5.643,750		
Control	1044999	0.00000	870 B 200 B		3,000,000	0.8063	2,418,750		•
Control	1044/20	6045658	97816 Floation		7,000.000	0,8063	5,643,750		•
Control	105/803	6045652	97816 2CB		7,000,000	0.8063	5,643,750		•
COMMAND TOTAL DESIGNATION TOT	072429	6045651	97815 Floating		110,000,000	0.0085	1,044,287		•
Control	0204149	6045648	97816 Floating		7,000,000	0.8063	5,643,750		•
Control	9878770	6045647	97816 Floating		350,000,000	20000	2,040,030		
0.000000 CTOTO DOD ALTA TOOD DOD ALTA TOOD DOD ALTA TOOD DOD ALTA	9878267	6045650	8/816 Froeding		10,081,467	1.0000	10,081,467	Yes	
60000666 678766 Exemple 67876 Exemple 70000000 AUD 7000000 600000 5642.750 6000000 600000 600000 6000000 <th< td=""><td>2007/009</td><td>6045643</td><td>97816 Floating</td><td></td><td>7,000,000</td><td>0.8063</td><td>5,643,750</td><td></td><td>•</td></th<>	2007/009	6045643	97816 Floating		7,000,000	0.8063	5,643,750		•
Control	9337421	6045645	97816 Floating		7,000,000	0,8063	5,643,750		•
60.05654.2 77.00 PA 70.00 COMD CATALON 60.05653.2 77.01 70.00 PA 70.00 COMD CATALON 60.0563.3 77.01 70.00 ALD 70.00 COMD CATALON 60.0563.4 77.01 70.00 ALD 70.00 COMD CATALON CATALON 60.0563.4 77.01 70.00 ALD 70.00 COMD CATALON CATALON CATALON 60.0563.4 77.00 70.00 ALD 70.00 COMD ALD 70.00 COMD ALD 70.00 COMD ALD 70.00 COMD	8337264	6045645	97816 ZCB		7,000,000	0,8063	5,643,750		•
CLOSEGIS DEFINE TOWARD ALTONOMORY ALTONO	9067531	6045644	97816 Floating		246,000,000	0.0095	2,2/8,443		
Control	3865661	6045642	978161208		000,000,000	0.0005	2278 445		
Part	8666119	6045637	97816 Floating		200,000,7	0.8063	5.643.750		•
Control	8587166	8042638	9/816 Program 97816 Program		000'000'1		5,643,750		,
Part Protection Part	6210032	6045640	97816 Floating		7,000,000		5,643,750		1
Exercise	7713359	6045632	97816 Floating		300,000,000		2,848,056		•
Control Cont	7465356	6045633	97816 ZCB		7,000,000		5,643,750		•
Control Cont	7291349	6045631	97816 ZCB	7,000,000 AUD	7,000,000		5,643,750		
6045625 FFFE Fearing 370,000 (Mod Mod Mod Mod Mod Mod Mod Mod Mod Mod	7275656	6045634	97816 208	C144 000,000 F	2,000,000		5,643,750		٠
Part	7275227	6045953	97818 Ebailed	Y4L 000,000,07g	370,000,000		3,512,603		٠
Control Cont	6823324	6045626	97816 Floating	300,000,000	300,000,000		2,848,056		•
Control Cont	6486734	8045627	97816 ZCB	7.000.000 AUD	7.000.000			,	1
Control Cont	5959285	6045629	97816 Floating	50,000,000,5	2,000,000			100	
	14984185	#045628	9781612CB	7.000.000 AUD	000'000'2				٠
Control Cont	4963963	6045630	97816 ZCB	3,000,000	3,000,000				•
Control Cont	4462133	6045619	97816 ZCB	7,000,000 AUD	7,000,000				'
Control Cont	4461911	6045618	97816 ZCB		7,000.000		-	***************************************	٠,
6046952 97816 208	24342582	6045620	97816 Floating		77.278,119				*
Control Cont	24187839	8045623	97816 F084ng 97816 708		000:000.7				
Control Cont	3635473	6045622	97816 ZCB		000'600'2				•
Control Cont	3634823	6045621	97816 ZCB		14,000,000				•
5045673 \$7700.000 AUD	12468777	6045612	97816 ZCB		7,000,000				
1,000,000 1,000	2467989	6045613	97816 ZCB		000,000,7				
6045614 978161ZeB 7,000,000 AUD 7,000,000 0,0065 5,643,750 170,000,000 0,0065 1,332,22 1,000,000 0,0065 1,332,22 1,000,000 0,0065 1,332,22 1,000,000 0,0065 1,332,22 1,000,000 0,0065 1,000,000 0,00	22030940	6045615	97616 205		000'000'2				,
6045614 97816[Flading 120,000,000 19V 120,000,000 0,0005 1,120,000,000 0,0005 1,136,222	11794280	6045611	87816 ZCB		7,000,000				•
	1396987	6045614	97816 Floating	120,000,000 PY	120,000,000			_	•

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Company	670000000000000000000000000000000000000		ad (a manual man	Position	Currency Amount	15/09/2008	Equivalent	Interest Accrual	<u>.</u>
	S0321080x12		97816 Floating	300,000,000 300,000,000	300,000,000	0.0085	2.848,056		,
	S0320102295	6045609	9/816/2C8 97816/2C8		000,000,7	0.8063	5,643,750		
	XS0319683990	6045604	97816 Fibating		160,000,000	0.0085	1,518,963		
	XS0319632732	6045605	97816 ZCB		7.000.000	0.8063	5,643,750		
	XS0319632575	5045500	97816/ZCB		7,009,000	0.8063	5,643,750		, .
Column	50319359039	9045008	87010 T038070		3.570.000	1,0000	3 570 000		. ,
Column	XS0319159454	6045599	97816 Foating		4.390,000	1.0000	4,390,000		
Column	XS0318589056	6045601	97816 Floating		710,493.056	0.0095	6,745,081	Yes	
Column	XS0318538930	8045594	97816 Floating		200,000,000	0.0095	1,888,704		•
Column	XS0317981081	8045596	97816 Floating		500,555,556	0.0095	4,752,035	Yes	
Column	30317943586	8045597	97518 Floating		100,465,667	5000.0	287,828	765	
Column	52855891505	6045593	97.010 Floating		1.000.000	0.8063	806.250		,
Company Comp	S0316826733	6045595	97816 Floating		000.000.7	0.8063	5.643,750		,
Column	S0316169050	6045592	97816 Floating		220.000,000	0.0095	2,088,575		,
Company Comp	XS0315419134	6045588	97816 Floating		100,000,000	9800:0	948,352		
Column	XS0315356039	6045590	97816 Floating		1,000,000,000	0.0095	9,483,521		,
Column	XS0314747105	6045591	97816 Floating		1,100,000	0.8063	886.875		,
Column	S0314578310	6045589	97816 208		7,000,000	0,8063	3,643,750		, ,
Column	50313950031	9044708	97816 7CB		4 500,000	1.0000	4.500,000		
Control Cont	S0313664459	6045587	97816 Floating		101,333,333	0.0095	962,010	Yes	
Control Cont	XS0313537184	6045585	97816 Floating		3,590,000	1,0000	3,590,000		
Control Cont	S0313536962	6045581	97816 Floating		3,360,000	1.0000	3,380,000	;	
Control Cont	S0313326729	6045580	97616 Floating		2000.000 2	0.0085	2,643,750	, Co	
144427 1	5051212424609	6045577	97816 208		2,000,000	0.8063	5,643,750		,
Control	XS0312057432	6045579	97816 Floating	110,000,000 JPY	110,000,000	0.0085	1,044,287		,
Control	50311754963	6045571	97616 Floating	51,000,000 JPY	51,982,600	0.0095	463,498	Yes	
Control Cont	50311740582	6045573	97816 Floating	7,000,000 AUD	7.000.000	0.8063	5,643,750		, ,
10,000,000 197 10,000 197	5031101652	6045570	97816 Floating	2.750,000 USD	2.750,000	1.0000	2,750,000		. ,
Controlled Con	50310885933	6045572	97816 Floating	100,000,000 JPY	100,000,000	0.0095	949,352		,
Control Cont	50310863021	6045568	97816 Floating	452.000.000 JPY	455,515,556	98000	4,324,446	Yes	
Control Cont	50310085062	6045575	97816 Floating	7 000 000 000	7.000.000	1.0000	5.643.750		, ,
Control	S0309780787	6045561	67816 Floating	2,570,000 USD	2,570,000	1.0000			,
0.005550 977 61 Change 1,000,000.00 PA 1,000,000.00 <td>50309365319</td> <td>6045562</td> <td>97816 Floating</td> <td></td> <td>312,600,000</td> <td>0.0095</td> <td></td> <td>Yes</td> <td></td>	50309365319	6045562	97816 Floating		312,600,000	0.0095		Yes	
Control	S0309227436	8045586	97816 Floating		100,000,000	0.0085		*	
Control	S0309186/31 S0309186/34	6045563	97816 Floating		1,740,000	1.0000		ŝ	•
60.625567 TOTATOS (Pauling) 130,000,000 JPY 1,000,000	XS0308102283	6045564	97816 2CB		7,000,000	0.8063			•
6042556 67516 [Pasking 1,000,000.00 JUN,000,000 D. 0005 51,575 6042554 97516 [Pasking 1,000,000.00 JUN,000,000 D. 0005 51,575 6042554 97516 [Pasking 1,000,000.00 JUN,000,000 D. 0005 1,700,000 6042554 97516 [Pasking 1,000,000.00 JUN,000,000 D. 0005 1,700,000 6042552 97516 [Pasking 1,000,000.00 JUN,000,000 D. 000,000 D. 0005 6042552 97516 [Pasking 1,000,000.00 JUN,000,000 D. 000,000 D. 0005 6042552 97516 [Pasking 1,000,000.00 JUN,000,000 D. 000,000 D. 000,000 6042552 97516 [Pasking 1,000,000.00 JUN,000,000 D. 000,000 D. 000,000 604552 97516 [Pasking 1,000,000.00 JUN,000,000 D. 000,000 D. 000,000 604552 97516 [Pasking 1,000,000.00 JUN,000,000 D. 000,000 D. 000,000 D. 000,000 604552 97516 [Pasking 9700,000 JUN,000,000 D. 0	S0307903830	6045567	97816 Floating		131,254,834	0.0085		Yes	
Part	S0307083491	6045558	97816 ZCB		1,000,000	0.0085			
6045550 97876 Posting 500000000 JPV 5000000 0.0005 7.10 824 6045550 97876 Posting 5,0000000 JPV 5,000000 0.0005 47,4576 6045550 97876 Posting 7,000,000 JPV 7,000,000 0.0005 5,644,750 604550 97876 Posting 7,000,000 JPV 7,000,000 0.0005 6,644,750 604550 97876 Posting 7,000,000 JPV 7,000,000 0.0005 6,644,750 604550 97876 Posting 7,000,000 JPV 7,000,000 0.0005 6,444,750 604550 97876 Posting 7,000,000 JPV 7,000,000 0.0005 <td>S0307008481</td> <td>6045554</td> <td>97616 Floating</td> <td></td> <td>205,416,667</td> <td>0.0095</td> <td></td> <td>Yes</td> <td></td>	S0307008481	6045554	97616 Floating		205,416,667	0.0095		Yes	
6045552 978-16 Jeaning 50000000 AUD 1974 50000000 0.0005 5,44,750 5,44,750 6,44,750	XS0305127150	6045558	97816 Floating		180,000,000	0.0095			,
March Marc	50305103565	6045552	97816 Floating		50,000,000	5600.0	4		
6045546 97816 [Pasting 50,820 DOI JPV 50,520 DOO 00008 420,286 6045546 97816 [Pasting 1,000,000,000 JPV 1,000,000,000 0,005 4,746,780 6045547 97816 [Pasting 500,000,000 JPV 1,000,000 0,005 4,746,780 6045547 97816 [Cast 7,000,000 JPV 7,000,000 0,005 4,746,780 6045547 97816 [Cast 7,000,000 JPV 7,000,000 0,005 4,746,780 6045547 97816 [Cast 7,000,000 JPV 7,000,000 0,005 5,643,780 6045547 97816 [Cast 7,000,000 JPV 7,000,000 0,008 5,448,780 6045548 97816 [Cast 7,000,000 JPV 7,000,000 0,008 1,723,852 6045548 97816 [Cast 7,000,000 JPV 7,000,000 0,008 1,723,852 6045549 97816 [Cast 97816 [Cast 7,000,000 JPV 7,000,000 0,008 0,008 0,008	S0304473019 S0303864184	6045550	97816 2CB 87818 2CB		200,000,7	0.8063			
Total Control Contro	XS0303862998	6045548	97816 Floating		50,592,500	0.0095			
60445541 OPTRE CASA TODOLOGO ALD ALD TODOLOGO CORRES ALD TODOLOGO CORRES SE44750 CORRES SE447750 CORRES SE447750 CORRES SE447750 CORRES	50303572217	6045549	97816 Floating		1,000,000,000	2,0085			
0.005542 0.001000 Ju	S0303178825	6045551	97816 ZCB		7.000,000	0,8063			,
0.005541 0.00564 0.0	S0302B21755	6045542	97816 ZCB		7.000.000	0.8063			•
Part	S0302480230	6045541	97816 Floating		50,000,000	0.0095	, in	>	
Control	S0302264535 S0302118632	6040043	97816 Floating		202,625,000	9800.0	,	\$ \$	
6045545 978161228 8,000 000 AJU 7,000 000 1,000 3	S0300351193	6045546	97816 ZCB		7,000,000	0.6063			,
Control	.S0300349296	6045545	97816 ZCB		8,000,000	0.8063			
Concept	XS0289369511	6045535	97816 208		000'000'2	0.8063			,
0.005556 0.005566 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.00556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.005556 0.0055666 0.0055666 0.0055666 0.0055666 0.0055666 0.0055666 0.0055666 0.0055666 0.	XS0298612697	6045540	97816 ZCB		7.000.000	0.8063			,
6045524 97816[ZeB 7,000,000 AUD 7,000,000 B 8083 604552 97816[ZeB 7,000,000 B 8083 604552 97	50298320218	6045536	97816 Floating		000,000,005	90000			
6045528 97816 ZOB 0000 AUD 7,000,000 AUD 7,000,000,000 AUD 7,000,000 AUD 7,0	S0297915117	6045534	97816 ZC8		7,000,000	0.8063			,
Section	S0297908849	6045529	97816 ZCB		2,000,000	0.8063			,
	S0297459868	6045532	97816 Floating	200,000,000 7,000,000	200.000,000	0.0095			

Blocking Reference	Depository Account Number Instrument type	Position Currency	Valuation - Underlying Currency Amount	FX Kate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
	97816 Floating	173,000,000 JPY	176,484,028	90000	1,675,455	Yes
	97816 Floating		102,625,000	0,0085	874,273	Yes
	97816 ZC8	7,000,000 AUD	7,000,000	0.8063	5,643,750	•
	2000		123 306 667	0.0095	1170614	, ii
	97816 Floating	Y90,000,000	51,911,111	0.0095	492,819	Yes
	97815 Floating	500,000,000	505,104,167	0.0095	4,795,217	Yes
	97816 Floating	100,000,000 APY	100,000,000	5800'0	848,352	•
	97816 Floating	90,000,000 JPY	000'000'08	0.0095	854,417	•
	97816 Floating	\$0,000,000 PY	90,000,000	9800'0	474,676	•
	97816 Floating	300,000,000	338,550,000	0.0085	3,214,031	Yes
	97816 Floating		3,000,000	1.0000	3,000,000	•
	97816 Floating		410,000,000	0.0085	3,882,343	•
	97816 Floating		102,855,556	9800'0	977,411	Yes
	87816 Floating	100,000,000	100,000,000	0.0085	848,352	•
	97816 Floating	Y90,000,000	50,700,000	0.0095	481,321	Yes
	97816 ZCB		300.000	1.4184	425,520	
	97816 Floating	1,000,000,000 PY	1,000,000,000	0,0095	9,493,521	•
	97816 ZCB	7,000,000 AUD	000,000,7	0.8063	5,643,750	•
	97816 Floating	100,000,000 JPY	105,795,833	0.0095	1,004,375	Yes
	87816 Floating	200,000,000	200.000.000	0.0095	1,898,704	•
	97816 Floating		100,000,000	0.0095	949,352	•
	97816 Floating		101,408,333	0.0095	962,722	Yes
	97816 Floating		50,085,556	0.0095	475,488	Yes
	97816 ZCB		5,000,000	0.8063	4,031,250	•
	97816 ZCB		16,500,000	1.4184	23,403,600	•
	97816 ZCB	5,000,000 AUD	5.000.000	0.8063	4,031,250	•
	97816 208	5,000,000 AUD	5,000,000	0,8063	4,031,250	
	97816 Floating		2,000,000	0.8063	4,031,250	•
	97816 Floating		10,000,000	1.0000	10,000,000	
	97816 Fixed		1,000,000,000	0.009\$	9,493,521	•
	97816 Floating		10,000,000	1.0000	10,000,000	-
	97816 Floating		10,000,000	1,0000	10,000,000	•
	97816 Floating		3,000,000	1.0000	3,000,000	•
	97816 ZCB		000'005'6	1.4184	13,474,800	•
	97816 Fixed		553,433	1.0000	553,433	Yes
	67816 Floating		101,041,667	0.0095	959,241	S .
	97816[ZCB		3,200,000	1.4184	4,538,880	
	97816 Fixed		1,046,500	1.0000	1,046,500	Yes
	97816 Fixed		8,400,000	1.0000	8,400,000	_
	97816 ZCB		4.260.000	1,4184	6,042,384	
	97816 Floating	\$00,000,000 JPY	200,000,000	0.0095	4,746,760	•
	00000000	70, 100,000			֡	

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